



Service of Process or Notice on such Person or incident to the Mode of Substitution thereof which the Court had heretofore Power to direct, and upon being satisfied that the Petitioner is entitled to such Sale, in lieu of such Service to declare that the Publication of such Notice or Process by Advertisement thereof (whether with or without  
5 any further or other indirect Notification) shall be a sufficient Substitution for the Service of such Notice or Process in the ordinary and formal Way; and upon such Declaration and such Publication of such Advertisement, with or without such further Notification, as the Case may be, such Person being such Party shall be bound by the  
10 said Suit, and by all Decrees and Orders pronounced therein, and any Sale had thereunder, as if such Person had been within the Jurisdiction of the Court, and actually served with such Notice or Process in the ordinary Way.

Court to have Power to judge of the Reasonableness of Objection for Want of Parties.

II. It shall not be lawful for any Party to a Suit pending in the  
15 said Court for the Sale of any Estate or Interest in Land in Ireland, or to a Suit in which such Sale may be granted as incidental to the express Relief therein prayed as aforesaid, to make any Objection for Want of Parties as Matter of Right, but the Court shall have full Power and Discretion to dispense with such Parties to the Suit upon  
20 the Plaintiff or Petitioner, or Person having the Carriage of such Proceedings publishing such Advertisements or making such other indirect Notification to them of the Object of such Suit in such Manner as to the said Court may appear reasonable and expedient.

Opinion of Counsel to be taken on Title.  
15 & 16 Vict.  
c. 86. s. 66.

General Orders,  
Court of  
Chancery,  
Ireland.

III. When a Decree or Order for a Sale of any Estate or Interest  
25 in Land in Ireland shall be pronounced in any Suit pending in the said Court of Chancery, and before the same shall be put up for Sale, the Plaintiff, Petitioner, or other Person having the Carriage of such Proceedings shall lodge a Statement of the Title to such Estate or Interest in the Office of the Master of the Court of Chancery who  
30 shall have the Direction of such Sale, in like Manner as Statements of Title are now lodged in the Offices of the Masters of said Court of Chancery, save that every such Statement shall first be laid before some practising Barrister of at least Fifteen Years standing, being One of Her Majesty's Counsel, to be specially nominated in such  
35 Case by the said Master, for the Opinion of such Counsel thereon, to be given within a limited Time, which shall be also specified by the said Master, to the Intent that the said Master may be the better enabled to give such Directions as he may deem necessary respecting such Sale as herein-after mentioned; and save that such Counsel,  
40 instead of the Certificate now required by the Practice of the Court to be affixed to such Statement, shall certify that he has examined such Title and the Proceedings in the Suit, and that he has read the  
several

several Documents referred to or Copies thereof, and compared the same with the Abstract, and has corrected the same where necessary, and that the Abstract is a true Statement of the several Documents therein referred to, and (if such be the Case) that in his Opinion it would be proper and expedient to proceed with the Sale forthwith; or if he shall not be of such Opinion, then he shall suggest such further Inquiries, Notices, or Advertisements as may to him appear expedient preliminary to a Posting for such Sale.

IV. After such Opinion shall be so obtained, the said Matter shall be investigated such Statement of Title and Opinion, with any Suggestions thereon, and by himself or his Officer settle a Rental and direct the necessary Posting for such Sale; or if he shall see fit, taking into Consideration such Suggestions, it shall and may be lawful for him, instead of settling such Rental and ordering such Posting, to give such preliminary Directions as to further Inquiries, Notices, or Advertisements, as to him shall appear just and expedient: Provided that nothing herein contained shall render it imperative on such Master to direct any such further Inquiry, Notice, or Advertisement, unless he shall consider the same just and necessary.

Master to direct Posting, or order further Notices, Inquiries, or Advertisements.

V. No Purchaser of any Estate or Interest in Land sold under the said Court shall be at liberty to refuse to complete such Sale by reason of any Objection to the Title thereof, or on the Ground that the proper Parties had not been brought before the Court or properly served in the Suit in which such Sale was had, or for any other Irregularity or Informality whatever in the Proceedings in the Suit, save for such Misdescription of the Premises in the Rental and Statement thereof as would, according to the existing Practice of the Court, entitle a Purchaser to be discharged from his Purchase: Provided, however, that nothing herein contained shall operate to deprive the Court of the Power of cancelling or opening such Sale, or discharging the Purchaser, or allowing him Compensation, if the said Court shall deem it just so to do.

No Purchaser to object to Title.

VI. Where any such Sale as aforesaid shall be made under the Decree or Order of the said Court, or the Master who shall have the Direction of such Sale, it shall and may be lawful for the said Court, when and so far as it or he may deem necessary for the Purposes of such Sale, to ascertain the Tenancies of the occupying Tenants, and of any Lessees or Underlessees whose Tenancies, Leases, or Under-leases affect the Land or Lense, or Part thereof, to be sold, and to give or cause to be given such Notice or cause such Advertisements to be published, and make or cause to be made such Inquiries in relation thereto as it shall deem necessary for ascer-

Tenancies to be ascertained.

12 & 13 Vict. c. 77. s. 23.  
16 & 17 Vict. c. 64. s. 2.

taining and securing the Rights of such Tenants, Lessees, or Under-lessees as aforesaid; and all occupying Tenants, and all Persons being or claiming to be Lessees or Under-lessees as aforesaid, shall, at such Times and Places as the Court may by Notice require, produce all Leases, Under-leases, and Agreements in Writing under which such Tenants occupy or claim to hold, if such Leases, Under-leases, or Agreements, or Counterparts thereof be in their Possession or Power; and where they occupy or claim to hold under Leases, Under-leases, or Agreements in Writing not in their Possession or Power, or under Parol Agreements or Lettings, they shall deliver, at such Times and Places as aforesaid, Particulars of the Terms and Conditions upon and subject to which they occupy or claim to hold; and the Sale shall be made subject to the Tenancies, Leases, or Under-leases, ascertained as aforesaid, and subject to which the Incumbrancer applying for a Sale shall be such Incumbrancer, and such other of the Tenancies, Leases, and Under-leases, ascertained as aforesaid, as shall appear to the Court or such Master as aforesaid to have been granted bona fide by the Owner or Person in possession or in receipt of the Rents and Profits, and subject to which it shall appear to the Court or Master the Sale should be made, save such (if any) of respective Tenancies, Leases, and Under-leases as, with Consent as herein-after mentioned, shall be included in such Sale, and, when the Court or Master shall think fit, be made subject to any Leases, Under-leases, or Tenancies, according to any general Description, or subject to any Condition concerning any Leases, Under-leases, or Tenancies the Nature of which shall not have been ascertained or shall be disputed; and, where the Court or Master shall think fit, such Sale may be made subject to Dower or any annual Charge affecting the Land or Lease, or Part thereof, sold, or to any such apportioned Part of such Dower or annual Charge as the Court may think fit should remain charged thereon; and where such Land or Lease, or Part thereof, is subject to any Incumbrance under the Terms of which the Incumbrancer cannot be required to accept Payment of the Principal Money before the Expiration of a Term of Years unexpired, such Sale may, if the Court or Master think fit, be made subject to such Incumbrance.

Sale may be made subject to Tenancies or annual Charges, or to Charges not then redeemable.

Court or Master may make Provision as to Incumbrances, Charges, &c. to facilitate Sales, &c. and Distribution of Purchase Money.  
12 & 13 Viet. c. 77. s. 34.

VII. It shall be lawful for the Court or Master to sell any Land or Lease, or Part thereof, discharged from any Crown Rent or Quit-rent which it may be enabled and may, with the Consent of the Owner, think fit, to purchase, or from any Charge made by virtue of an Act passed in the Sixth Year of Her Majesty, intituled "An Act to promote the Drainage of Land and Improvement of Navigation and Water Power in connexion with such Drainage in Ireland," and the Acts amending the same, or by virtue of an Act of the Tenth

Tenth Year of Her Majesty, intituled "An Act to facilitate the Improvement of Landed Property in Ireland," or by virtue of any Act or Acts passed or which may be passed for amending the said Acts, which the said Court or Master may, with such Consent, think fit to pay off or redeem; and in any such Case the Court or Master shall, out of the Money arising from such Sale, and in preference to all other Payments thereout, pay or cause to be paid the Consideration for the Purchase of such Crown Rent or Quitrent, or such Sum as may be necessary for paying off or redeeming such Charge; and it shall be lawful for the Court or Master, where it or he shall think fit, to pay to any Person entitled to any Dower or to any annual or other Charge, not being an Incumbrance, for Payment of which the Court has Jurisdiction to decree a Sale of Land, who may consent to accept the same, a gross Sum in discharge, or by way of Redemption thereof, or any Part thereof; and where a Part only of any Land or Lease subject to Dower or to any Incumbrance or Charge is sold, to charge the Part not sold with such Dower, Incumbrance, or Charge, or an apportioned Part thereof, in exoneration of the Money arising from the Sale, and to enable or authorize Persons to release the Money arising from the Part so sold from any such Dower, Incumbrance, or Charge, or to relinquish their Claim on such Money in respect thereof, without impairing or affecting such Incumbrance or Charge as to the remaining Part of the Land or Lease originally charged; and the Court or Master, where it or he think fit, may invest or provide for the Investment of Money to meet any Claim of Dower or any annual or periodical Charge, or any other Charge, Incumbrance, or Interest, where, by reason of such Charge, Incumbrance, or Interest being contingent or otherwise, if it shall appear to the Court proper or expedient so to do, and otherwise may make such Orders and Directions for applying the Money arising from any Sale in such Manner as will secure the convenient Application thereof for the Benefit and according to the Rights of the Parties interested in the Land or Lease, or Part thereof, from the Sale of which the same may have arisen.

VIII. Where there shall be separate Decrees of the said Court for Sales of any Land, and of any Lease in the same Land, or of Two or more Leases in the same Land, or for different undivided Shares of any Land or Lease, it shall be lawful for the said Court or Master, where it or he shall see fit so to do, to include, with the Consent of the Persons by whom such respective Decrees may have been obtained, and of any other Persons whose Consent the Court or Master may, under the Circumstances, think fit to require, in the same Sale, upon such Terms as it may think fit, such Land and Lease, or such Leases, or such several undivided Shares as aforesaid; and

*Land included in different Decrees for Sale, and different Interests in the same Land, may be included in the same Sale.*

12 & 13 Vict. c. 77. s. 36.

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where

where any Land or Lease, or Part thereof, subject to any Incumbrance, is decreed or ordered to be sold, it shall be lawful for the Court or Master, upon the Application of the Owner of any Lease or Under-lease, or Estate in Reversion, or other Estate or Interest whatsoever in the same Land (and although such Lease, Under-lease, 5 Estate in Reversion, or other Estate or Interest be not subject to any Incumbrance, or would not, if subject to any Incumbrance, be liable to be sold under any Decree of the said Court or Order of such Master), or upon the Application of any Incumbrancer on any such Lease, Under-lease, Estate, or Interest, to include the same, upon 10 such Terms as the said Court or Master may see fit, in the Sale of the Land or Lease, or Part thereof, so decreed to be sold as aforesaid; and all the Powers of the said Court and the Provisions of this Act applicable to any Land or Lease subject to any Incumbrance, ordered to be sold, and to any Incumbrance or Charge upon such 15 Land or Lease, and to the Purchase Money arising from the Sale thereof, and to the Conveyance or Assignment thereof, shall, so far as the Circumstances may admit, extend and be applicable to every such Lease, Under-lease, Estate in Reversion, or other Estate or Interest to be so included in the Sale; and in every such Case as 20 aforesaid the Court or Master shall apportion the Purchase Money and Expenses as it or he sees fit.

If Land sold shall be subject to a Lease, &c., comprising other Land, or if Part of Lease is perpetuity, &c. be sold, the Court or Master may apportion the Rent.

12 & 13 Vict. c. 77. s. 37.

IX. If any Land or Lease to be so sold shall be subject to a Lease or Under-lease for Years or Lives comprising other Land at an entire Rent, it shall be lawful for the said Court or Master to apportion 25 the Rent between the Land to be so sold and the Remainder of the Land subject to such Rent; and where it is intended to sell a Part only of any Lease in perpetuity, or other Lease, or to sell the same in Lots, it shall be lawful for the said Court or Master, where it or he shall think fit, and (having regard to the Rights and Interest 30 of the Owner of the Reversion) it shall appear just so to do, to apportion the Rent reserved by such Lease between the Land to be sold and the Remainder of the Land, or between such Lots; and the said Court or Master shall direct Notices of any such intended Apportionment as aforesaid to be given to such Persons and in such 35 Manner as it or he shall think fit, and shall hear such Parties as shall apply in relation thereto; and after such Apportionment, and after the Sale shall be completed, the Owners of the Reversion in the respective Lands shall have the like Remedies for the apportioned Rents against the Land out of which the same shall be payable, and 40 the Owners and Occupiers thereof respectively, as were subsisting for the entire Rent before such Apportionment; and all the Covenants, Conditions, and Agreements of every Lease or Under-lease, except as to the Amount of Rent to be paid, shall, as regards the apportioned

tioned Parts, remain in force in the same Manner as they would have done in case no such Apportionment had taken place.

X. When any Suit shall be pending in the said Court for a Sale of an undivided Share of any Land or Lease, or where any such undivided Share shall have been sold under a Decree or Order of the said Court or Master, and either before or after the Conveyance thereof to the Purchaser, the Court or Master who shall have Direction of such Sale, without any Suit being instituted for that Purpose, on the Application by Motion of any Party interested in such undivided Share, or of the Purchaser (as the Case may be), and after causing to be given such Notice to the Owner or Owners of the other undivided Share or Shares of the same Land or Lease, as to such Court or Master may seem fit, and hearing such Parties interested in the respective Shares as may apply, and making, or causing to be made, such Inquiries as may enable it or him to make a just Partition, may, if it or he think fit, make an Order for the Partition of such Land or Lease, with or without Owelty of Partition, as the Case may be; and in such Order, or in a Map or Plan annexed thereto, shall be shown the Part allotted in Severalty in respect of each of the undivided Shares in such Land or Lease; and the said Court or Master shall have the like Authority, Jurisdiction, and Powers in relation to such Partition as if a Suit had been pending for that special Purpose; and the Part so allotted in Severalty in respect of each undivided Share by such Order for Partition as aforesaid shall, without any Conveyance or other Assurance in relation thereto, go and ensure to and upon the same Uses and Trusts, and be subject to the same Conditions, Charges, and Incumbrances, as the undivided Share in respect of which the same is so allotted would have stood limited or been subject to in case such Order had not been made; and the like Order for a Sale of the Part allotted in respect of the undivided Share to which the Application for the Sale shall relate may be made (when the Order for a Partition is made before Sale), and the like Proceedings had in relation to such Sale, and the like Conveyance or Assignment may be made of the Part allotted in respect of the Share sold (where the Order for Partition is made after Sale and before Conveyance), and with the like Consequences in the several Cases aforesaid, as if the Suit, Decree, or Order for a Sale, or the Sale (as the Case may be) had been in respect of the Part so allotted as aforesaid; and where any Land or Lease, or Part thereof, to be sold under the Court, is subject to any Lease, Under-lease, or Tenancy under which the Lessees, Under-lessees, or Tenants hold jointly, or as Tenants in Common, it shall be lawful for the Court or such Master as aforesaid, on the Application of any such Lessee, Under-lessee,

In Suit for Sale of an undivided Share, Court or Master may, on giving Notice and hearing Parties, make Order for Partition. 12 & 13 Vict. c. 77. s. 43.

or Tenant, and after giving or causing to be given such Notices, and hearing such Parties as it or he may think fit, and making such Inquiries as it or he may deem necessary, to make an Order for the Partition as between such Lessees, Under-lessees, or Tenants of the Land included in their Lease, Under-lease, or Tenancy, and for the Appointment of the Rent reserved or payable under such Lease, Under-lease, or Tenancy; and after such Order of Partition the Owner of the Reversion in the respective Parts of the Land shall have the like Remedies for the apportioned Rents against the respective Parts out of which the same shall be payable, and the Lessees, Under-lessees, or Tenants holding such respective Parts under such Lease, Under-lease, or Tenancy, as were subsisting for the entire Rent before such Partition and Apportionment; and all the Covenants, Conditions, and Agreements of every such Lease, Under-lease, or Tenancy, except as to the Amount of Rent to be paid, shall, as regards the respective Parts allotted on such Partition, and the apportioned Parts of the Rent, remain in force against the respective Lessees, Under-lessees, or Tenants to whom under such Partition such respective Parts shall be allotted.

In Suit for Sale, or after Sale, Court or Master may make Order for Exchange.  
12 & 13 Viet. c. 37. s. 44.

XI. Where a Suit shall be pending for a Sale of any Land or Lease, or Part thereof, or where the same shall have been sold, and either before or after the Conveyance or Assignment thereof, if Application be made to the said Court or Master by any Party interested in such Land or Lease, or by the Purchaser, (as the Case may be,) for the Exchange of all or any Part of such Land, or of all or any Part of the Land comprised in such Lease, for other Land which the Owner thereof may be willing to give in Exchange, the said Court or such Master as aforesaid may make or cause to be made such Inquiries as it or he may think fit for ascertaining whether such Exchange would be beneficial to the Persons interested in the respective Lands, and cause such Notices to be given to Parties interested in the respective Lands as they may think fit; and if, after making such Inquiries and hearing such Parties interested in the respective Lands as may apply to them, the said Court or Master shall be of opinion that such Exchange would be beneficial, and that the Terms thereof as proposed or as modified by it, with the Consent of such Owner as aforesaid, are just and reasonable, the said Court or Master may make an Order for such Exchange accordingly, and in such Order for Exchange, or in a Map or Plan annexed thereto, shall be shown the Lands given and taken in Exchange respectively under such Order; and the Land taken upon such Exchange under such Order shall, without any Conveyance or other Assurance in relation thereto, go and endure to and upon the same Uses and Trusts, and be subject to the same Conditions, Charges, and Incumbrances, as the Land

Land given on such Exchange would have stood limited or been subject to in case such Order had not been made; and the like Order for a Sale may be made in respect of the Land taken in Exchange for any Land, or any Land comprised in any Lease to which the Application for a Sale shall relate (where the Order for Exchange is made before Sale), and the like Proceedings had in relation to such Sale, and the like Conveyance or Assignment may be made in respect of the Land taken in Exchange for the Land or Lease, or Part thereof, sold (where the Order for Exchange is made after Sale, and before Conveyance or Assignment), and with the like Consequences, in the several Cases aforesaid, as if the Suit for a Sale or the Sale (as the Case may be) had been in respect of the Land so taken in Exchange.

XII. Where a Sale is made by or under the said Court of any Land or Lease, it shall be lawful for the said Court or such Master as aforesaid, whenever it shall appear convenient so to do, to include in such Sale all or any Part of the Arrears of Rent, if any, which may at the Time of Sale be owing from any Lessees or Tenants, subject to whose Leases or Tenancies the Sale is to be made, where such Arrears are subject to any Incumbrance in respect of which an Incumbrancer shall have obtained an Order for Sale, and in the Conveyance or Assignment of such Land or Lease to assign such Arrears to the Purchaser accordingly; and such Purchaser, his Heirs, Executors, Administrators, or Assigns, shall, after such Assignment of the said Arrears, have for the Recovery and in respect of the Nonpayment thereof the same Rights and Remedies which the Person or Persons who would have been entitled to such Arrears would have possessed if no such Assignment thereof, nor any Conveyance or Assignment of such Land or Lease, had been made.

The Court or Master may include Arrears of Rent in a Sale.  
16 & 17 Vict.  
c. 64. s. 9.

XIII. Where the said Court or such Master as aforesaid shall order the Sale of any Lease in perpetuity, such Court or Master may, if it or he shall think it expedient so to do, cause Notice to be given to the Owner or other Persons interested in the Reversion, or any Person on behalf of such Owner or other Persons, and may thereupon proceed to convert such Lease in perpetuity into a Fee-farm Grant, according to the Principles prescribed in the Renewable Leasehold Conversion Act, but their Procedure in relation thereto shall be according to the general Rules and Practice of the said Court; and in case such Conversion shall be ordered, the said Court or One of the Masters thereof, in manner herein-after described, shall have Power to convey the Land included in such Lease to the Purchaser in Fee, subject to the Fee-farm Rent ascertained as aforesaid, and to such Exceptions, Reversions, Covenants, and Clauses as shall be in conformity with the original Lease and the Provisions of the

Where a Lease in perpetuity is ordered to be sold, the Court or Master may convert it into a Fee-farm Grant.  
16 & 17 Vict.  
c. 64. s. 8.

[23.]

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Renewable

Renewable Leasehold Conversion Act, and thereupon the Owner for the Time being shall have the same Rights and Remedies against the Purchaser, his Heirs, Executors, Administrators, and Assigns, and against the Land by Action, Distress, Entry, or otherwise, in respect of such Rent, and of any Exceptions, Reservations, Covenants, and Clauses contained in the said Deed, as belong by Law to the Owner of any Fee-farm Rent created under the said Acts.

Execution  
of Convey-  
ance by a  
Master of  
the Court  
sufficient.  
12 & 13 Viet.  
c. 77. s. 24.

XIV. Where any Sale of any Estate or Interest in Land shall be had under a Decree or Order of the said Court, the Conveyance or Assignment thereof shall be signed by One of the Masters thereof, and the Execution by any other Party of such Conveyance or Assignment shall be unnecessary; and such Conveyance or Assignment shall express or refer to the Tenancies, Leases, and Under-leases (if any) subject to which the Sale is made, and may be in the Form contained in the Schedule to this Act, or to the like Effect, with such Limitation of Uses and other Additions or Variations as, with the Approval of the Court or Master, as the Case may be, the Purchaser may require.

Effect of  
Assurance.  
12 & 13 Viet.  
c. 77. s. 27.

XV. Every such Conveyance so executed by such Master as aforesaid shall be effectual to pass the Fee Simple and Inheritance of or such other Estate or Interest in, the Land or arising out thereof, whether corporeal or incorporeal, as is by such Conveyance expressed to be conveyed, subject to such Tenancies, Leases, and Under-leases as shall be referred to therein as aforesaid, but, save as aforesaid and as herein-after provided, discharged from all former and other Estates, Rights, Titles, Charges, and Incumbrances whatsoever of Her Majesty, Her Heirs and Successors, and of all other Persons whomsoever; and every such Conveyance or Assignment, executed by such Master upon the Sale of a Lease in perpetuity, or other Lease, shall be effectual to pass the Estate created or agreed to be created by such Lease, and then remaining unexpired, subject to the Rent and Covenants annexed to the Reversion expectant on the Determination of such Leases, and to such Tenancies, Leases, and Under-leases as shall be expressed or referred to in such Conveyance or Assignment, but, save as aforesaid and as herein-after provided, discharged from all Rights, Titles, Charges, and Incumbrances whatsoever affecting the Leasehold Estate or Interest; provided that where any Land or Lease, or Part thereof, or any Estate or Interest in Land subject to any annual or other Charge, or such apportioned Part thereof, such annual or other Charge, or such apportioned Part thereof only, (as the Case may be,) shall remain and be charged on and payable out of such Land, Lease, or Interest, or Part thereof, as in the Conveyance or Assignment shall be expressed.

XVI. Any

XVI. Any such Conveyance or Assignment as aforesaid shall not prejudice or affect any Right of Common, or any Right of Way or other Easement, or any Rentcharge in lieu of Tithes, Crown Rent, or Quitrent charged upon or issuing out of any Land, or any Charge made by virtue of the said Acts severally passed in the Sixth and Tenth Years of Her Majesty, or any Act or Acts which have been or may be passed for amending the said Acts, save where the Court or Master shall think fit to redeem the Crown Rents or Quitrents, or to redeem or pay off the Charges under the said Acts or any of them under the Power herein-before contained, and shall express in such Conveyance or Assignment that the Land conveyed or assigned thereby is so conveyed or assigned, discharged of all Crown Rents or Quitrents, or Charges, under said Acts or either of them (as the Case may be), and in such Case such Land shall be so discharged accordingly.

Saving of  
Right of  
Common.  
12 & 13 Viet.  
c. 27. s. 23.

XVII. Every Conveyance and Assignment respectively executed as required by this Act, and every Decree or Order for Partition or for Exchange in pursuance thereof, shall for all Purposes be conclusive Evidence that every Application, Proceeding, Consent, and Act whatsoever which ought to have been made, given, and done previously to the Execution of such Conveyance or Assignment, or the making of such Decree or Order respectively, has been made, given, and done by the Persons authorized to make, give, and do the same; and no such Conveyance, Assignment, or Order shall be impeached by reason of any Informality therein.

Conveyance,  
Partition,  
&c., conclu-  
sive.

XVIII. Where any Conveyance or Assignment has been made before the passing of this Act, or shall hereafter be made by the said Court or any Judge thereof, subject to any Lease, Under-lease, or Tenancy, such Conveyance or Assignment shall be deemed to afford conclusive Proof that the Estate or Interest purporting to be conveyed or assigned thereby is the Reversion expectant upon such Lease, Under-lease, or Tenancy; and it shall not be necessary in any Action arising out of or connected with such Lease, Under-lease, or Tenancy, or in any Pleadings in such Action, to allege or prove the Title of such Reversion prior to the said Conveyance or Assignment; and the Person to whom such Conveyance or Assignment is made, his Heirs, Executors, Administrators, and Assigns, and every of them, shall and may have and enjoy the like Advantages against the Lessees, Under-lessees, and Tenants, their Heirs, Executors, Administrators, Assigns, and Under-tenants, and against all other Persons in possession or occupation of the Land comprised in such Conveyance or Assignment, by Distress or by Entry, for Nonpayment of Rent or for doing of Waste, or other Forfeiture, and also shall and may have

Where Con-  
veyance is  
made subject  
to a Lease, it  
shall not be  
necessary in  
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allege prior  
Title to Re-  
version.

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and enjoy the like Advantages and Remedies by Action for not performing other Conditions, Covenants, and Agreements contained in such Lease or Under-lease, or in the Parol Agreement for such Tenancy, against the said Lessees, Under-lessees, and Tenants, their Heirs, Executors, Administrators, and Assigns, as the Person granting such Lease or Under-lease, or as the Landlord entering into the Agreement for such Tenancy, or his Heirs, Executors, Administrators, or Assigns, ought to have had and enjoyed at any Time or Times, in like Manner and Form as if the Reversion in such Land expectant on such Lease, Under-lease, and Tenancy had remained or continued in such Person granting such Lease or Underlease, or as Landlord entering into such Agreement.

Orders of the Court may be enforced in England.

13 & 15 Viet. c. 77. s. 14.

XIX. Whenever an Order shall be made under this Act by the Court of Chancery in Ireland, or any Master thereof, as the Case may be, it shall and may be lawful for the Party obtaining or having the Carriage of the same to apply by Petition to the Court of Chancery in England, that the said last-mentioned Court, without requiring such Exemplification or Enrolment as herein-after mentioned, may cause the like Process to issue to enforce such Order as upon an Order for Payment or accounting for Money made by the High Court of Chancery in Ireland, whereof a Copy has been exemplified and certified to and enrolled in the High Court of Chancery in England, under an Act passed in the Forty-first Year of King George the Third, intituled "An Act for the more speedy and effectual Recovery of Debts due to His Majesty, His Heirs and Successors, in right of the Crown of the United Kingdom of Great Britain and Ireland, and for the better Administration of Justice within the same," which Process the said Court of Chancery in England shall issue accordingly, and the same shall have the like Effect as if such Order had been enrolled; and the said Petition shall be grounded on a Copy of the said Order, attested by the proper Officer of the Court of Chancery in Ireland, but without such Exemplification or Enrolment.

Protection to Persons under Disability.

XX. It shall be lawful for the Court or Master, if it shall be expedient or necessary in the Progress of a Suit, to appoint a Solicitor and Counsel to protect the Rights of Persons being Minors, Idiots, Lunatics, married Women, or absent from the Realm, who shall appear to the Court or Master to have any substantial Interest in the Lands or Premises for Sale of which any Suit for Sale shall be pending in the Court of Chancery; unless such Persons shall appear before the said Court as Parties thereto in the usual Way.

XXI. It

XXI. It shall and may be lawful for the Lord Chancellor of Ireland, and the Lord Justice of Appeal, with the Assistance of the Master of the Rolls and the Masters in Chancery, to make such Orders and prescribe such Forms and Modes of Proceeding, as they may deem requisite or expedient for facilitating Proceedings under this Act.

XXII. Whereas by an Act of the Twelfth and Thirteenth Years of the Reign of Her present Majesty, intituled "An Act further to facilitate the Sale and Transfer of Encumbered Estates in Ireland," it was enacted that "where the Commissioners (mentioned therein) shall order the Sale of any Land or Lease, or Part thereof, in respect of which any Decree shall have been already made by any Court of Equity for Sale, or any Proceedings shall be pending in a Court of Equity, they shall, by Certificate under their Seal, notify to such Court the Order so made by them, and all Proceedings for or in relation to a Sale under the Decree of such Court shall be stayed;" and it is further thereby enacted that it shall be lawful for the Court (of the said Commissioners) to suspend or stay any other Proceeding in the said Court (of Chancery), or under any Order or Decree already made by such Court, as the Court (of the Commissioners) may think fit: Be it enacted, That so much of the said Act as is herein recited shall be and hereby is repealed.

XXIII. In the Construction of this Act (except where the Context or other Provisions of the Act require a different Construction) the Word "Court" shall mean either the Lord Chancellor of Ireland or any of the Masters of the Court of Chancery in Ireland, who, according to the Practice of the same, are competent to make Decrees or Orders in Suits; and the Word "Land" shall extend to Manors, Advowsons, Rectories, Messuages, Lands, Tenements, Rents, and Hereditaments of any Tenure, whether subject to any Fee-farm or other perpetual Rent, with or without Condition of Re-entry for securing the same or otherwise, and whether corporeal or incorporeal, and any undivided Share thereof; and the Word "Estate" shall extend to an Estate in Equity as well as at Law, and to an Equity of Redemption, and to the Benefit of any Covenant or Contract for or Right of Renewal; and the Word "Lease" shall include an Agreement for a Lease, and the Estate or Interest created or agreed to be created by such Lease or Agreement, in the whole or any Part of the Land therein comprised.

XXIV. This Act shall, except so far as the special Provisions of the same otherwise require, extend only to Ireland.

SCHEDULE.

Court of Chancery (Ireland)  
(Title of Purchaser).

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For securing the Title of Purchaser of  
Estates sold under the Court of Chan-  
cery in Ireland.

*(Prepared and brought in by  
Mr. Williams and Mr. Staper.)*

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Ordered, by The House of Commons, to be Printed,  
10 February 1872.

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[BIL 10.]

Order 2 on.